

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: March 25, 2010



1 **TIFFANY & BOSCO**
2 P.A.
3 **2525 EAST CAMELBACK ROAD**
4 **SUITE 300**
5 **PHOENIX, ARIZONA 85016**
6 **TELEPHONE: (602) 255-6000**
7 **FACSIMILE: (602) 255-0192**

8
9 Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-05701

10 **IN THE UNITED STATES BANKRUPTCY COURT**
11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

13 Jasper Prentiss Welsh, II and Debby Ealdama
14 Welsh
15 Debtors.

No. 2:10-BK-04596-RJH

Chapter 7

ORDER

(Related to Docket #5)

16 Wells Fargo Bank, NA dba Americas Servicing
17 Company

Movant,

18 vs.

19 Jasper Prentiss Welsh, II and Debby Ealdama
20 Welsh, Debtors, Dale D. Ulrich, Trustee.

21 Respondents.

22
23 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
24 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
25 and no objection having been received, and good cause appearing therefor,

26 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated January 3, 2007 and recorded in the office of the
3 Maricopa County Recorder wherein Wells Fargo Bank, NA dba Americas Servicing Company is the
4 current beneficiary and Jasper Prentiss Welsh, II and Debby Ealdama Welsh have an interest in, further
5 described as:

6 Lot 320, of ROCK SPRINGS II PHASE I, according to the plat of record in the office of the
7 County Recorder of Maricopa County, Arizona, recorded in Book 730 of Maps, page 26 and
Certificates of Correction recorded as 2005-0625225 of Official Records and as 2005-0893164 of
Official Records.

8 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
14 to which the Debtor may convert.
15

16
17
18
19
20
21
22
23
24
25
26